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Contract Database Metadata Elements

Title: **Plattsburgh, City of and International Brotherhood of Electrical Workers, AFL-CIO, Local 1249 (1997)**

Employer Name: **Plattsburgh, City of**

Union: **International Brotherhood of Electrical Workers, AFL-CIO**

Local: **Local 1249**

Effective Date: **07/01/97**

Expiration Date: **06/30/02**

PERB ID Number: **6897**

Unit Size: **35**

Number of Pages: **39**

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AGREEMENT

BETWEEN

THE CITY OF PLATTSBURGH, NEW YORK

AND

LOCAL UNION 1249 OF THE INTERNATIONAL

BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO

JULY 1, 1997 - JUNE 30, 2002

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

THIS AGREEMENT, duly entered into by and between the CITY OF PLATTSBURGH, a Municipal Corporation duly organized and operating under Chapter 269 of the Laws of 1902, as amended, hereinafter referred to as the CITY and LOCAL UNION 1249 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the UNION.

WITNESSETH

WHEREAS: A majority of the employees of the CITY in the collective bargaining unit to be covered by the terms of this agreement have designated the UNION as a collective bargaining representative for all employees in the unit in all matters pertaining to wages, hours, and working conditions, and;

WHEREAS: The parties hereto desire to establish a standard of condition and procedure under which employees shall work for the CITY during the term of this agreement and desire to regulate the mutual employment relations between the parties for the purpose of securing harmonious cooperation and the settling of all disputes, by peaceful means that may arise in the employee-employer relationship;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

ARTICLE I

Effective Date - Terminations - Amendments

Section 1 This Agreement shall become effective as of July 1, 1997, subject to the approval of applicable Federal and State laws and regulations. A copy executed by the CITY and the UNION with the approval of the International Office endorsed thereon shall be delivered to the CITY and shall remain in force and effect up to and including June 30, 2002, and from year to year thereafter unless changed or replaced by a subsequent contract in the way later provided herein. Except that any future change of wages agreed upon at a future time, upon termination of this agreement, shall be effective as of July 1, 2002.

Section 2 Either party desiring to change or replace this agreement must notify the other in writing at least ninety (90) days prior to the expiration date of this contract or ninety (90) days prior to June 30 of any year thereafter. Whenever notice is given for changes, the specific section to be changed must be specified.

Section 3 There shall be no stoppage of work either by strike or lockout because of any dispute arising under the terms of, or any proposed changes or amendments of, this agreement.

ARTICLE II

Section 1 The CITY recognizes the UNION as a bargaining agency for all employees in the unit consisting of the Municipal Lighting Department, with the exception of those employed in classifications and titles of a professional, administrative, or supervisory nature, which presently excludes the Manager, Finance Director, Plant Superintendent.

Section 2 The employer reserves the exclusive right to manage the business of the City of Plattsburgh and to direct the employees in the discharge of their duties. The right to manage and direct the employees includes the right to hire, suspend or discharge for proper cause, the apportionment of the working force, and the right to control the City's property. In the exercise of these rights, the employer shall observe and be bound by all the provisions of this Agreement.

ARTICLE III

Hours, Overtime, and Holidays

General Provisions

Section 1 There shall be maintained a basic work day of eight (8) hours and a basic work week of forty (40) hours for all classes of employees, with the understanding that if any of them be required to work in excess of forty (40) hours per week to meet emergencies, such work in excess of forty (40) hours will be paid for at the applicable overtime basis.

Section 2 Tardiness or leaving before the scheduled hour will not be tolerated.

Section 3 Except as otherwise provided in this Agreement;

(a) The regular working hours for all employees are 8:00 AM to 4:00 PM, with a twenty (20) minute on the job paid lunch break. The work week shall be Monday through Friday.

(b) Miller Street employees, however, shall provide office coverage to 5:00 PM to ensure uninterrupted customer service. They shall inform the Manager, in advance, of their proposed individual work schedules, which shall be subject to Management's approval.

(c) Plant attendants shift hours are;

"B" Shift; 4:00 PM to Midnight

"C" Shift; Midnight to 8:00 AM

Auto Mechanic; 1:00 PM to 9:00 PM

(d) Regular working hours shall be varied as follows:

(i) In the period from the first Monday in May of each year through the last Friday in August of each year, all Miller Street personnel shall work from 8:00 A.M. to 4:00 P.M.

(ii) In the period from the first Monday in May of each year through the last Friday in September of each year, all Green Street personnel, except "B" and "C" shift Plant Attendants and Automotive Mechanic, shall work from 7:00 A.M. to 3:00 P.M. In the sole discretion of the Manager, such hours may be advanced to include the period from the first Monday in April each year and/or extended through the last Friday in October of each year. When such changes occur, the working hours for "B" and "C" shift Plant Attendants and the Automotive Mechanic shall be adjusted accordingly.

WORK HOURS SUMMARY

EMPLOYEE GROUP	WORK SCHEDULE "A"	WORK SCHEDULE "B"	REGULAR WORK DAYS
Green St. Personnel (Includes Meter Readers)	8 AM to 4 PM	7 AM to 3 PM	Mon-Fri
Green St. Shift Workers			
Shift "A"	8 AM to 4 PM	7 AM to 3 PM	As Scheduled
Shift "B"	4 PM to Midnight	3 PM to 11 PM	As Scheduled
Shift "C"	Midnight to 8 AM	11 PM to 7 AM	As Scheduled
Green St. - Auto Mechanic	1 PM to 9 PM	Noon to 8 PM	Tues - Fri
	8 AM to 4 PM	7 AM to 3 PM	Sat.
6 Miller Street	8 AM to 5 PM (Flexible Hours)	8 AM to 4 PM (No Flexible Hours)	Mon-Fri

Work Schedule "A"-Green St.-First Monday in Oct. to last Friday in April.

-6 Miller St. -Labor Day to last Friday in April.

Work Schedule "B"- Green St. - First Monday in May to last Friday in Sept.

(At sole discretion of the Manager, "B" Schedule may be advanced to include the period to the first Monday in April of each year and/or extended through the last Friday in October in each year.)

- 6 Miller St. - First Monday in May to Labor Day.

- Lunch Period shall be a twenty (20) minute on the job paid lunch break. Subject to the Manager's approval 6 Miller St. office employees on flexible hours may take an unpaid one hour lunch period.

Section 4 Shift and scheduled workers shall work in accordance with the schedules posted from time to time which are arranged for, as far as practicable, to suit the convenience of the majority of such employees. Saturday, Sunday, and Holiday work is required as part of the normal schedule.

Section 5 Overtime shall be paid for at the rate of time and one-half for all hours worked beyond the regular scheduled eight (8) hours per day or forty (40) hours per week except as otherwise provided.

Section 6 Overtime shall be shared equally in each class of work, insofar as practical.

Section 7 No employee shall be laid off on a regular scheduled work day to equalize overtime work.

Sunday Work

Work on Sundays shall be paid for as follows.

Section 8 Non-shift employees shall be paid at double time rates for all hours worked.

Section 9 Scheduled and shift workers shall be paid at straight time. Off-schedule shift work shall be paid for at double time. When an employee is regularly scheduled to work on a Sunday, the off-schedule seventh consecutive day of his work week shall be paid for at double time.

Holidays

Section 10 The following days shall be recognized as holidays.

Days proclaimed a Holiday by Mayor	Columbus Day
New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Memorial Day	Full Day Before Christmas
Good Friday	Christmas Day
Fourth of July	Full Day before New Year's
Labor Day	

When any of the above holidays fall on a Sunday, the following day will be observed, and holidays falling on Saturday will be observed on the preceding Friday.

1. Non-shift employees shall have time off with regular straight time pay on the holidays which fall upon their scheduled work day.

2. If required to work, non-shift employees shall be paid, in addition to the above, at time and one-half for all hours worked within their regularly scheduled hours and at double time for hours worked outside of their regular scheduled hours.

3. Shift employees shall be paid at double time for all holidays worked. Shift employees include only plant attendants.

4. If a holiday is observed on an employee's scheduled day off, or during his vacation, or while he is on sick leave, he shall be given a day in lieu of that day. Such day off shall be on a day mutually agreed upon, following the holiday.

5. To be entitled to holiday pay the employee must actually work his or her scheduled work day immediately preceding the holiday and subsequent to the holiday. Days worked shall include vacation days and paid sick leave days if the employee produces a medical certificate verifying such absence on the day the employee returns to work after such holiday.

Section 11 For each occurrence, when an employee is assigned to duties of a higher classification for a period of four (4) hours or more, he shall receive the rate of pay for that position, while he is performing the duties as assigned under the higher classification. For the purpose of computing out of class pay, the rate listed in the next lower column number in the wage schedule for the applicable contract year shall be used. When no amounts appear in the lower column for a given position, then the same column shall be used.

ARTICLE IV

1. Wage Increases.

Effective July 1, 1997 all employees shall have their base salary increased by 2.5%.

Effective July 1, 1998 all employees shall have their base salary increased 2.5%.

Effective July 1, 1999 all employees shall have their base salary increased 2.5%.

Effective July 1, 2000 all employees shall have their base salary increased 2.5%.

Effective July 1, 2001 all employees shall have their base salary increased 2.5%.

2. **Premium Pay.** It is agreed that premium pay for all other 4-12 shifts and 12-8 shifts or equivalent summer hour shifts shall be paid as per the schedule below:

COMMENCEMENT DATE	"B" SHIFT	"C" Shift
	4-12	12-8
July 1, 1997	\$.35 per hour	\$.40 per hour
July 1, 1998	\$.35 per hour	\$.40 per hour
July 1, 1999	\$.35 per hour	\$.40 per hour
July 1, 2000	\$.35 per hour	\$.40 per hour
July 1, 2001	\$.35 per hour	\$.40 per hour

Base pay plus premium pay shall constitute rate for overtime wage computation.

3. (a) When employees are called out or ordered out to work in emergency (off schedule), or any overtime not an extension of the work day, they shall be paid four (4) hours straight time, as a minimum, but the maximum shall be governed by the applicable straight time, overtime, Sunday, or holiday rate, as the case may be

(b) The four (4) hour minimum will not apply for: (i) scheduled overtime continuous to regular hours; (ii) or call-outs between the individual employee's regular days end and 5:00 P.M. Payments for such call outs shall be at one and one-half (1-1/2) times the regular rate, provided, however, that they shall be paid for a minimum of one (1) hour at time and one half (1-1/2).

(c) Line personnel who are required to work a full one (1) or more hours overtime between the hours of midnight and 5:00 A.M. will be allowed four (4) hours off without loss of time on such day. Line personnel excludes all Plant Attendants, Automotive Mechanic and Engineering Office Personnel.

4. Time to start when call is received.

5. When employees are called out for an emergency and work four (4) or more hours, the employee is entitled to a one-half (1/2) hour meal period. For each additional four (4) hour block, each employee shall receive an additional one-half (1/2) hour meal period. If the immediate supervisor determines that circumstances do not permit such meal period, the employees so affected shall receive one-half (1/2) hour's pay in lieu of such meal period in addition to all hours actually worked.

ARTICLE V

Section 1 Vacation Leave

All Bargaining Unit employees shall be entitled to vacation time at their regular rate of pay as follows:

Upon completion of one year of continuous service from the date of original appointment.

Two (2) work weeks during each employment year.

Upon completion of five years of continuous service from the date of original appointment.

Three (3) work weeks during each employment year.

Upon completion of ten years of continuous service from the date of original appointment.

Four (4) work weeks during each employment year.

Upon completion of fifteen years of continuous service from the date of original appointment.

Five (5) work weeks during each employment year.

Provided, however, in each year in which an employee is to be credited with additional vacation leave, he/she may apply to take such leave beginning January 1 of that year. For example, if an employee would complete five (5) years of continuous service anytime in 1998, he/she may request three (3) weeks vacation, anytime after January 1, 1998. In the event that, upon termination of employment an employee is determined to have used more vacation leave than he/she has earned, the City may deduct such overpayment from all monies due and owing to him/her.

The minimum time of one-half (1/2) day can be charged against accumulated and unused vacation time

All employees who have attained fifteen years of continuous service from the date of original appointment and are eligible for a fifth week of vacation must schedule one week of the five in a one-week block of five continuous days.

If a regular pay day falls during an employee's vacation, he shall receive such paycheck in advance, provided he makes a request for such advance payment two weeks in advance of the pay day prior to his leaving, and further provided that he will be taking a minimum of one week's vacation.

Upon separation from service with the City of Plattsburgh, an employee shall be paid a cash payment of the monetary value of accumulated and unused vacation time standing to the credit of the employee.

Nothing in this agreement shall be interpreted to authorize accrual of vacation time during any period of unpaid leave of absence. In any year in which an employee is on unpaid leave of absence, his/her vacation accrual for that year shall be reduced pro-rata.

Seniority rights shall be respected in vacation schedules.

Section 2 Sick Leave

Employees shall start to earn sick leave from their date of hire, and they shall accrue sick leave so long as they are in the service of the employer, at the rate of one and one-quarter (1-1/4) days per month. Increments of one-quarter (1/4) hours shall be charged against accumulated and unused sick leave for employee time off work due to illness, injury or disability. For the purposes of calculating, charges shall be rounded up. A one (1) hour minimum shall apply for time off during the first hour and the last hour of the work day. Employees must have a signed statement of proof from the doctor or dentist after being absent due to illness or disability beyond three (3) days.

Employees hired prior to March 1, 1995 may accrue a maximum of 200 days. Accumulated and unused sick leave above 180 days, to a maximum of 200 days shall be, at the employee's option, bought back by the employer at 50% of the monetary value of such sick leave by December 1st of each year or held over to the next year. When holding sick leave over, it is understood that all sick leave above 200 days accumulated shall be lost.

Bargaining unit members hired prior to March 1, 1995, shall be paid for all accumulated unused sick leave accrued prior to March 1, 1995 at 100%, up to a maximum of 180 days when permanently separated from employment through retirement, lay-off (other than discharge), or upon death of the employee. All unused sick leave accrued on or after March 1, 1995 shall be

paid at 75%, up to a maximum of 180 days when permanently separated from employment through retirement, lay-off (other than discharge), or upon death of the employee.

Bargaining unit members hired after March 1, 1995 shall be paid for accumulated unused sick leave at 75% up to a maximum of 130 days when permanently separated from employment through retirement, lay-off (other than discharge), or upon death of the employee. Employees hired after March 1, 1995 may accrue up to a maximum of 180 days for sick leave usage purposes.

Any sick leave utilized by bargaining unit members employed prior to March 1, 1995 shall be deducted first from those accumulated unused days accrued after March 1, 1995. The last day earned shall be the first days used when sick leave is necessary.

When permanently separated from employment through retirement, lay-off (other than discharge) or upon death of the employee, payment of accumulated unused sick days shall be made to a bargaining unit member, or his beneficiaries, over a two year period as follows: one-half paid upon retirement, and one-half paid one year after the actual separation from employment.

The amount of payment for all unused sick leave as above provided shall be calculated at the employee's rate of pay in effect on the pay day immediately preceding such payback by the CITY.

Section 3 Funeral Leave

(a) In the event of a death in the immediate family of an employee (spouse, parents, step-parents, children, sister, brother, grandparents, father-in-law, mother-in-law), the employee shall be granted three (3) days leave of absence with pay for the days he would have otherwise worked to make household adjustments or arrange to attend funeral services.

(b) An employee shall be entitled to one (1) day's leave in the event of the death of their or their spouse's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or for funerals of fellow employees.

(c) The employer may require proof of death.

(d) Pay shall be on the basis of regular pay at straight time rate.

(e) In the event that a death in the immediate family occurs when an employee is on vacation, vacation credits will not be charged against the employee for the funeral days he is entitled to.

Section 4 Personal Leave

Employees will be permitted to take three (3) days off for personal reasons per contract year. The third day taken will be deducted from accumulated sick leave. An employee need not provide

the reason for the leave request if made 48 hours or more in advance. If the request is made within 48 hours of the leave then the reason must be provided. Personal days may be used in one-half (1/2) day increments. Each employee must provide forty-eight (48) hours written notice to the Department Head except in cases of emergency.

ARTICLE VI

Section 1 Jury Duty

An employee called for and who performs jury duty will be compensated for the difference between payment received for such jury duty and the payment he would have received for straight time hours he was thereby required to lose from his regular working schedule. Employees performing jury duty will be paid their full wages with the express understanding that the compensation received for jury duty will immediately upon receipt by such employee be turned over to the CITY of Plattsburgh, pursuant to this Section.

Section 2 Armed Forces Reserve

An employee who is in any branch of the Armed Forces Reserve and/or National Guard will be paid up to 30 days per year when engaged in normal reserve training periods provided that proof of service is submitted.

Section 3 Leave of Absence

(a) Employees shall be eligible for leave of absence not to exceed one (1) year after one (1) year's service with the employer.

(b) Any request for a leave of absence shall be submitted in writing by the employee to the Mayor, through the Department Head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

(c) Authorization for a leave of absence shall be made by and subject to the approval of Common Council, and it shall be in writing.

(d) Any request for a leave of absence shall be submitted to the next regular meeting of the Common council.

(e) In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

(f) While an employee is on unpaid leave of absence, he shall not accrue any leave under Article V or be entitled to any pay under Article VI, Section 1 and 2. Except as required by the Family and Medical Leave Act, employees on leave of absence who are eligible for, and wish to continue their hospitalization, retirement plan and other benefits paid for by the City, shall reimburse the City, pro-rata, for all benefits paid by it while the employee was on unpaid leave.

Section 4 Longevity

The wage rate of each employee shall be increased 2 percent upon completion of five, eight, ten, fifteen, twenty, twenty-five, and thirty years of consecutive employment with the CITY; and provided that such longevity increments shall commence on the anniversary date following the one during which such employees have completed five, eight, ten, fifteen, twenty, twenty-five and thirty consecutive years of employment with the CITY; and such longevity increments shall be payable in consecutive order for five, eight, ten, fifteen, twenty, twenty-five, and thirty years of consecutive employment with the CITY; and further provided that present employees who have worked continuously for the Municipal Lighting Department for five, eight, ten, fifteen, twenty, twenty-five, and thirty years as of the date of this Agreement shall receive those longevity increments to which they are entitled and based upon service to the City of Plattsburgh.

Section 5 Hospitalization

(a) The CITY agrees to pay the premiums for Blue Cross Matrix I and the current drug coverage or the equivalent for all regular employees and their families. This group coverage also applies to all employees and their families who retire after twenty years or more of consecutive service with the CITY, and shall continue until such time as the employee is deceased. This coverage also applies to employees and their families where such employee retires after ten years of consecutive service with the CITY on a service connected disability, or who retires for other disability reasons not of a service connected nature after fifteen years of consecutive service with the CITY and shall continue until such time as the employee is deceased. Group coverage shall become available to new personnel upon their application on the first day of the month following thirty (30) days of employment with the CITY. The coverage shall not apply to temporary, seasonal, substitute, or occasional employees.

(b) The parties agree that the CITY shall not be required to pay for double premium when the employee's spouse also works for the CITY and has coverage under the same health program.

(c) The CITY agrees to provide New York State Disability to employees within the bargaining unit at no cost to the employees. Such plan shall be instituted immediately, within administrative limitations.

(d) Temporary personnel may join the health plan and receive all benefits of such plan but premiums must be paid in full by the temporary employee.

(e) Effective January 1, 1993, all new employees shall pay 25% of the cost of their health insurance premium (family or individual).

(f) As of the date this Agreement is executed, the City shall provide an HMO as an alternative to the health insurance plans in Section 5 of this Article VI.

Section 6 Health Insurance Buy-Out

(a) If an eligible member or eligible retiree elects not to participate in any plan of medical and health insurance benefits provided under Article VI, Section 5 of this Agreement, such individuals shall be eligible to receive a total payment of \$1,500.00 for family coverage per calendar year or \$800.00 for single coverage per calendar year to be paid biannually. All or part of this amount may be placed in any pre-taxed flexible spending account available to the employee pursuant to section 7 herein below.

(b) The eligible member or eligible retiree shall present proof to the City that the eligible member or eligible retiree and the eligible member or eligible retiree's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the coming year that the eligible member or eligible retiree elects not to be covered by the plan of medical and health insurance benefits provided by the City.

(c) Payments shall be made on July 15 and January 15.

(d) An election not to be covered for the upcoming year shall be made between December 1st and December 15th of each year, in writing to the City, together with evidence of coverage of the eligible member or eligible retiree and the eligible member's or eligible retiree's eligible dependents under a comparable plan of medical and health insurance benefits.

(e) The eligible member or eligible retiree must promptly notify the City of a termination of alternative medical and health insurance benefit coverage. The eligible member or eligible retiree will then be reinstated to the City-provided health insurance program within 30 days. In the event

that the member or eligible retiree re-enrolls in the City-provided health insurance program, the member shall be permitted a prorated portion of the \$1,500.00 (for family coverage) or \$800.00 (for single coverage) payment, but shall not be permitted again to opt out of the insurance program during the current year.

(f) For a department employee or eligible retiree whose spouse is also a City employee, only one spouse is entitled to family coverage. A Department employee or eligible retiree who is married to another City employee shall not be eligible for the health insurance buy-out.

Section 7 Flexible Spending Account

The City shall provide the employees with an IRC section 125 benefit plan, and upon the execution of this agreement, the parties will begin the processes necessary for implementation of an IRC Section 125 benefit plan. They shall cooperate in good faith, with the goal of implementing a mutually agreed plan by March 31, 1998. Any Plan adopted shall allow participants to enjoy the rights to: (i) use pre-tax income for the payment of premiums; and (ii) participate in a pre-tax flexible spending account.

Section 8 Retirement Plan

(a) The CITY will pay the full cost (except as provided by law) of the New York State Employees' Retirement System for the 25 Year Career Retirement Plan now in effect for regular employees, dating back to the year 1938, for members participating in the Retirement System for such years of service as rendered from April 1, 1938, in accordance with the provisions of said Retirement System and effective March 31, 1973, the CITY shall provide for each employee coverage under the New York State 20 Year Career Plan (75I) at no cost to the employee. The CITY will also pay the full cost of any new improved New York State Employees' Retirement System Plan, in the event said Plan is duly adopted.

(b) In addition, at the time of the retirement of an employee hereunder, any vacation earned by such a retired employee in accordance with Article V, Section 1, hereof shall be pro-rated based upon the service of an employee in the retirement year and at the date of his retirement.

ARTICLE VII

Promotions, Demotions, Lay-offs and Transfers

(a) In the matters of promotions, demotions, transfers, rehiring in lay-offs, the CITY will give full consideration to seniority as hereinafter defined, but due consideration will be given to fitness, ability, efficiency, and other qualifications for the position as evidenced by the records and experience of the CITY. Where fitness, ability, and efficiency of two or more employees are reasonably equal, seniority shall govern.

(b) Unless otherwise mutually agreed to by the CITY and UNION, straight seniority shall govern lay-offs of regular employees within the Department and occupational group affected; it is understood, however, between the parties of this agreement that seniority rights of regular employees, who are demoted to related work of a lower grade within the department affected shall transcend the seniority rights of the other employees in such lower grade of work.

(c) When a competitive permanent vacancy occurs, the employer will make an effort to fill the vacancy from within the present work force should there exist an interested candidate.

(d) When a competitive job vacancy occurs, the CITY will evaluate the position to determine whether it would be appropriate to request a promotional examination for bargaining unit members as allowed by Civil Service Law. When deemed appropriate, the CITY will make a reasonable effort to secure such an examination. The final determination is within the purview of the appropriate Civil Service authority.

(e) When the City intends to fill a job vacancy, the employer will post a notice of such vacancy for a period of ten (10) working days on the Union Bulletin Board. A notice of vacancy shall state the job classification, rate of pay and nature of the job requirements. An employee who applies for a posted position will notify the City by certified mail.

(f) TRANSFERS: Seniority rights shall be respected in all transfers.

(g) LAY-OFFS: The employee with the least seniority rights within the occupational group shall be the first to be laid off.

(h) RE-HIRING: This shall be followed in the inverse order of lay-offs.

Section 1 When the City recalls a laid-off employee to work, it shall notify both the laid-off employee and the UNION seven (7) days in advance of the contemplated reinstatement. An employee who fails to report as directed for a job of like status shall forfeit all right to reinstatement.

ARTICLE VIII

Checkoff of Union Dues

(a) On individual written authorizations of members of the UNION, and while such authorizations remain in effect, the CITY shall deduct from the wages of such members dues provided for in the constitution and bylaws of the UNION and shall remit the same each month to the Financial Secretary of the UNION. Any changes in the amount of UNION dues to be deducted must be certified by the UNION in writing and be forwarded to the CITY.

(b) The Union will indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken or not taken by the City in reliance upon agency fee deductions or dues deductions authorizations cards furnished by the employee and/or the Union.

(c) The CITY agrees to permit representatives of the International Union, and the Local Union, to enter the premises of the CITY for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to employees.

(d) All employees who are employed, or who are hired, on or after the execution date of this Agreement who do not become members of the UNION within thirty (30) days after their hiring date, shall be required to pay a service charge each month to Local 1249, International Brotherhood of Electrical Workers, AFL-CIO, in an amount equal to the regular monthly dues of Local 1249.

Union Leave

Members of the UNION elected by the Local Union to attend a function of the International Union or other subordinate body, such as conventions or educational conferences, or to attend Public Employment Relations Board hearings and arbitration cases relating to this agreement, shall be allowed time off (without loss of pay) to attend such functions, not to exceed two (2) members at any one time and aggregate of eight (8) days in any one (1) year. One representative of the UNION and witnesses called by either side shall be permitted to attend grievance hearings without loss of regular salary.

For the purpose of collective bargaining, the Employer agrees to grant Union leave to the employees of the Negotiating Committee, which will consist of a maximum of three (3) members of the bargaining unit. Time spent in negotiating sessions shall be considered as time worked, up to eight (8) hours per day. Request for such time shall be submitted to the Manager, or his designee, at least seventy two (72) hours in advance for approval.

ARTICLE IX

Grievance Procedure

(a) A grievance is hereby defined as an alleged violation of the law governing the employer-employee relationship, or an alleged violation of the terms of this agreement or any type of supervisory conduct which unjustly and unlawfully causes an employee to lose his job or any benefits arising out of his job.

(b) If any dispute arises between the UNION and CITY as to any unadjusted grievance or as to the rights of either party under this agreement, both parties shall endeavor to settle such matters in the simplest and most direct manner; the procedure, unless changed, or any step thereof waived, by mutual consent, shall be as follows:

First: The Union Steward, with or without the employee, shall file in writing and take up the grievance or dispute with the employee's Department Head within five (5) days of its occurrence. If at that time the steward is unaware of the grievance, he shall take it up within five (5) work days of his knowledge of its occurrence. However, in no event shall a grievance more than fifteen (15) work days old from date of occurrence be processed. The Department Head shall then attempt to adjust the matter and shall respond in writing to the steward within two (2) working days.

Second: If the grievance has not been settled, it shall be presented by the Union President or his designee to the Mayor or his designee with a copy to the Department Head in writing within five (5) work days after the response to the Department Head is due. The Mayor or his designee shall respond in writing to the Union President within ten (10) working days.

Third: If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Mayor or his designee is due, by written notice to the other, request arbitration. The

New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of arbitrators in accordance with its rules of procedure. The majority decision of the arbitrators shall be final and binding, except if said decision required an illegal or legislative act, in which event the decision shall be advisory only. The said decision shall be rendered within a reasonable time after the request is made to issue said decision.

No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Union. If either party desires a stenographic record of the proceedings, it may cause such a record to be made and that party shall pay for the record. If both desire a stenographic record, they shall bear the cost equally.

Any grievance not processed within the time provisions of this article or within the time limits as may be mutually agreed to be extended shall be deemed to have been satisfactorily resolved and thereby waived.

ARTICLE X

Savings Clause

Should any article, Section, or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall only apply to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XI

Discrimination Clause

Section 1 There shall be no discrimination against age, sex, marital status, race, color, creed, national origin, or political affiliation.

Section 2 Any reference in this Agreement to the masculine gender shall also be deemed to include the feminine gender.

ARTICLE XII

Progression of Discipline

Progression of discipline shall be as established procedures per Civil Service Manual of Procedure in Discipline Actions.

The following steps shall be followed unless the first offense is serious enough which may call for stern measures ranging from disciplinary suspension to discharge. Serious offenses are cases where an employee's continued presence on the job will constitute a clear danger to himself or other employees' health and safety.

- Step 1. Verbal warning or reprimand.
- Step 2. Written reprimand.
- Step 3. Disciplinary suspension (in writing) and/or a fine or demotion.
- Step 4. Discharge.

ARTICLE XIII

Miscellaneous Working Conditions

(a) The safety rules as prescribed by the CITY and State must be strictly adhered to by employees and the CITY. First aid kits must be placed in all headquarters, power stations, and in all trucks. The CITY shall provide protective devices and other equipment such as rubber gloves, rubber blankets, rubber coats, rubber hats, rubber boots, as is deemed necessary to protect properly the employees from injury in accordance with good operating practices.

(b) The CITY will require its employees to abide by the safety rules as contained in the American Public Power Association Safety Manual, Fourth Edition, 1974, or as revised, and will not ask nor require them to place themselves in any position of undue risk.

(c) At no time shall an employee be required to perform hazardous tasks outside of his classification with which he is not familiar.

(d) An allowance of one-half (1/2) the cost of one pair of safety glasses, to a maximum of forty (\$40.00) dollars, shall be provided for wearers of prescription glasses who are required to wear safety glasses.

(e) At all times except during extreme emergencies not less than two (2) qualified men shall work together on energized overhead distribution primaries. While doing this type of work they shall not be separated from each other by a distance greater than a single span length.

(f) Employees will not be required to work outdoors in inclement weather except in cases of emergencies. The Superintendent in charge shall be the judge as to what constitutes inclement weather.

(g) The CITY will furnish a bulletin board to be used for UNION business, and it is to be kept in an orderly condition. It will be used for UNION business only.

(h) Once a year the CITY will publish a seniority list showing each employee's name, title, and date of permanent appointment.

(i) The City agrees to furnish the business manager of the Union a copy of the seniority list at the time of its publication.

(j) Labor - Management Conference: Management and a maximum of two (2) UNION representatives will meet once every other month to discuss the operation of the Municipal Lighting Department. Special meetings may be called.

(k) Education: The City of Plattsburgh will pay for the cost of tuition, cost of enrollment, and books of any education programs provided the employee successfully completes the course which has been approved by the CITY and presents a certificate indicating same. Courses defined as those which will improve or upgrade skills and which will improve professional ability. Employees must receive written approval from the Department Head prior to taking any courses for which they expect reimbursement. Failure to receive such prior approval shall result in no reimbursement for said courses.

(l) The CITY will furnish pants, shirts, and jackets for Meter Readers.

(m) The CITY will pay employees for time required to attend Workmen's Compensation hearings and work related subpoenas. For any other subpoenas, the CITY will pay the employees up to one (1) day per contract year, which may be taken in one (1) hour increments. Employees must report back for work within a reasonable time period after the hearing or completion of their testimony. An employee called for and who responds to a subpoena will be compensated for the difference between payment received for such subpoena and the payment he would have received for straight time hours he was thereby required to lose from his regular working schedule. Employees responding to a subpoena will be paid their full wages with the express understanding

that the compensation received for responding to a subpoena will immediately upon receipt by such employee be turned over to the City of Plattsburgh, pursuant to this Section.

(n) Green Street Plant Personnel shall be issued work gloves. New work gloves will be issued upon presentation of old gloves, for normal wear and tear.

(o) The employer shall provide, to all permanent employees of record, a three-hundred dollar (\$300.00) clothing maintenance allowance on July 1st of each contract year.

(p) The City shall provide fire retardant clothing of its choosing to all personnel it shall require to wear such clothing.

ARTICLE XIV

Definitions

TEMPORARY EMPLOYEE: A temporary is one hired for a specific job of limited duration. Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status will be credited with seniority for the purpose of all benefits of this agreement from his last date of hire as a temporary employee. Temporary employees shall not be entitled to any fringe benefits pursuant to this contract except wage rates.

PROVISIONAL EMPLOYEE: An employee appointed to a competitive class position where there is no appropriate Civil Service Eligibility List.

PROBATIONARY EMPLOYEE: A probationary employee is one hired with a view to filling a regular position.

REGULAR EMPLOYEE: A regular employee is one who is not classed as temporary, probationary, or part time employee.

SHIFT WORKER: A shift worker is an employee working on a job which is operated twenty-four hours per day, seven days per week, and who rotates regularly as to the hours of the day and days of the week.

SCHEDULED WORKER: A scheduled worker is an employee other than a shift worker or a day worker who works on a regular schedule of hours as defined by the CITY at different times of the day and on different days of the week including Saturday, Sunday, and Holidays.

DAY WORKER: A day worker is an employee who is normally required to work eight (8) hours per day, Monday through Friday, inclusive, between the hours of 8:00 a.m. to 4:00 p.m., except as otherwise provided.

SENIORITY: Seniority will be defined as the total length of continuous service of a regular employee (including time spent as probationary and temporary employees if transferred to a regular status).

STOREROOM TO STOREROOM: The work day for field workers shall commence and terminate at the assigned operating headquarters and all travel time between such operating headquarters and field locations shall be considered as time worked.

ARTICLE XV

Salary Schedules

The holder of the following positions in the Municipal Lighting Department of the City of Plattsburgh, subject to the provisions of this Agreement, shall receive compensation as follows:

Column 1 shows the amount of pay which they will receive during the first year of service, and column 2 shows the amount of pay which they will receive during the second year of service, and column 3 shows the amount of pay which they will receive during their third year of service. Column 4 shows the amount of pay which they will receive after their third-year of service.

Attached are five (5) wage schedules which will take effect as of the date indicated on the wage schedule. The fifth year wage increase takes into account consideration of the likely increase in City health care cost.

WAGE SCHEDULE EFFECTIVE 7/1/97

LINE PERSONNEL					
(2.5%)					
	1	2	3	4	
Automotive Mechanic	\$ 15.02	\$ 16.55	\$ 18.12	\$ 19.72	
Carpenter - Mason	\$ 17.70	\$ 19.56	\$ 21.39	\$ 23.22	
Electrician - Substation				\$ 25.13	
Electrician, Asst.-Substation	\$ 16.90	\$ 18.73	\$ 20.56	\$ 22.36	
Electric Meter Foreman				\$ 25.13	
Electric Meter Serviceman				\$ 22.36	
Electric Meter Serviceman, Asst.	\$ 14.60	\$ 16.13	\$ 17.68	\$ 19.22	
Engineer - Junior	\$ 20.48	\$ 22.63	\$ 24.83	\$ 26.97	
Engineering Aide - Senior	\$ 20.48	\$ 22.63	\$ 24.83	\$ 26.97	
Engineering Technician	\$ 16.86	\$ 18.61	\$ 20.36	\$ 22.15	
Line Foreman				\$ 28.20	
Lineman				\$ 23.17	
Lineman Chief				\$ 25.13	
Lineman Helper	\$ 15.71	\$ 17.34	\$ 18.96	\$ 20.59	
Laborer	\$ 8.38	\$ 8.38	\$ 8.38	\$ 8.38	
Tree Surgeon	\$ 16.10	\$ 17.81	\$ 19.56	\$ 21.26	
SHIFT PERSONNEL					
Plant Attendant	\$ 11.10	\$ 12.27	\$ 13.45	\$ 14.60	
OTHER PERSONNEL					
Account Clerk - Senior	\$ 15.25	\$ 16.86	\$ 18.46	\$ 20.05	
Accountant	\$ 20.48	\$ 22.63	\$ 24.83	\$ 26.97	
Billing Machine Operator	\$ 11.79	\$ 13.03	\$ 14.28	\$ 15.53	
Cashier	\$ 15.13	\$ 16.71	\$ 18.27	\$ 19.81	
Clerk - Senior	\$ 12.83	\$ 14.22	\$ 15.60	\$ 16.98	
Typist	\$ 10.97	\$ 12.11	\$ 13.27	\$ 14.43	
Custodian	\$ 8.38	\$ 8.38	\$ 8.38	\$ 8.38	
Draftsman	\$ 10.08	\$ 11.49	\$ 12.86	\$ 14.27	
Meter Reader	\$ 13.81	\$ 15.25	\$ 16.73	\$ 18.18	
Meter Reader - Foreman				\$ 19.24	
Stenographer - Senior	\$ 12.55	\$ 13.89	\$ 15.23	\$ 16.55	
Storekeeper	\$ 12.11	\$ 13.40	\$ 14.67	\$ 15.81	

WAGE SCHEDULE EFFECTIVE 7/1/98

LINE PERSONNEL					
(2.5%)					
	1	2	3	4	
Automotive Mechanic	\$ 15.40	\$ 16.96	\$ 18.57	\$ 20.21	
Carpenter - Mason	\$ 18.14	\$ 20.05	\$ 21.92	\$ 23.80	
Electrician - Substation				\$ 25.76	
Electrician, Asst.-Substation	\$ 17.32	\$ 19.20	\$ 21.07	\$ 22.92	
Electric Meter Foreman				\$ 25.76	
Electric Meter Serviceman				\$ 22.92	
Electric Meter Serviceman, Asst.	\$ 14.97	\$ 16.53	\$ 18.12	\$ 19.70	
Engineer - Junior	\$ 20.99	\$ 23.20	\$ 25.45	\$ 27.64	
Engineering Aide - Senior	\$ 20.99	\$ 23.20	\$ 25.45	\$ 27.64	
Engineering Technician	\$ 17.28	\$ 19.08	\$ 20.87	\$ 22.70	
Line Foreman				\$ 28.91	
Lineman				\$ 23.75	
Lineman Chief				\$ 25.76	
Lineman Helper	\$ 16.10	\$ 17.77	\$ 19.43	\$ 21.10	
Laborer	\$ 8.59	\$ 8.59	\$ 8.59	\$ 8.59	
Tree Surgeon	\$ 16.50	\$ 18.26	\$ 20.05	\$ 21.79	
SHIFT PERSONNEL					
Plant Attendant	\$ 11.38	\$ 12.58	\$ 13.79	\$ 14.97	
OTHER PERSONNEL					
Account Clerk - Senior	\$ 15.63	\$ 17.28	\$ 18.92	\$ 20.55	
Accountant	\$ 20.99	\$ 23.20	\$ 25.45	\$ 27.64	
Billing Machine Operator	\$ 12.08	\$ 13.36	\$ 14.64	\$ 15.92	
Cashier	\$ 15.51	\$ 17.13	\$ 18.73	\$ 20.31	
Clerk - Senior	\$ 13.15	\$ 14.58	\$ 15.99	\$ 17.40	
Typist	\$ 11.24	\$ 12.41	\$ 13.60	\$ 14.79	
Custodian	\$ 8.59	\$ 8.59	\$ 8.59	\$ 8.59	
Draftsman	\$ 10.33	\$ 11.78	\$ 13.18	\$ 14.63	
Meter Reader	\$ 14.16	\$ 15.63	\$ 17.15	\$ 18.63	
Meter Reader - Foreman				\$ 19.72	
Stenographer - Senior	\$ 12.86	\$ 14.24	\$ 15.61	\$ 16.96	
Storekeeper	\$ 12.41	\$ 13.74	\$ 15.04	\$ 16.21	

WAGE SCHEDULE EFFECTIVE 7/1/99

LINE PERSONNEL (2.5%)					
	1	2	3	4	
Automotive Mechanic	\$ 15.79	\$ 17.38	\$ 19.03	\$ 20.72	
Carpenter - Mason	\$ 18.59	\$ 20.55	\$ 22.47	\$ 24.40	
Electrician - Substation			\$	26.40	
Electrician, Asst.-Substation	\$ 17.75	\$ 19.68	\$ 21.50	\$ 23.49	
Electric Meter Foreman			\$	26.40	
Electric Meter Serviceman			\$	23.49	
Electric Meter Serviceman, Asst.	\$ 15.34	\$ 16.94	\$ 18.57	\$ 20.19	
Engineer - Junior	\$ 21.51	\$ 23.78	\$ 26.09	\$ 28.33	
Engineering Aide - Senior	\$ 21.51	\$ 23.78	\$ 26.09	\$ 28.33	
Engineering Technician	\$ 17.71	\$ 19.56	\$ 21.39	\$ 23.27	
Line Foreman			\$	29.63	
Lineman			\$	24.34	
Lineman Chief			\$	26.40	
Lineman Helper	\$ 16.50	\$ 18.21	\$ 19.92	\$ 21.63	
Laborer	\$ 8.80	\$ 8.80	\$ 8.80	\$ 8.80	
Tree Surgeon	\$ 16.91	\$ 18.72	\$ 20.55	\$ 22.33	
SHIFT PERSONNEL					
Plant Attendant	\$ 11.66	\$ 12.89	\$ 14.13	\$ 15.34	
OTHER PERSONNEL					
Account Clerk - Senior	\$ 16.02	\$ 17.71	\$ 19.39	\$ 21.06	
Accountant	\$ 21.51	\$ 23.78	\$ 26.09	\$ 28.33	
Billing Machine Operator	\$ 12.38	\$ 13.69	\$ 15.01	\$ 16.32	
Cashier	\$ 15.90	\$ 17.56	\$ 19.20	\$ 20.82	
Clerk - Senior	\$ 13.48	\$ 14.94	\$ 16.39	\$ 17.84	
Typist	\$ 11.52	\$ 12.72	\$ 13.94	\$ 15.16	
Custodian	\$ 8.80	\$ 8.80	\$ 8.80	\$ 8.80	
Draftsman	\$ 10.59	\$ 12.07	\$ 13.51	\$ 15.00	
Meter Reader	\$ 14.51	\$ 16.02	\$ 17.58	\$ 19.10	
Meter Reader - Foreman			\$	20.21	
Stenographer - Senior	\$ 13.18	\$ 14.60	\$ 16.00	\$ 17.38	
Storekeeper	\$ 12.72	\$ 14.08	\$ 15.42	\$ 16.62	

WAGE SCHEDULE EFFECTIVE 7/1/00

LINE PERSONNEL				
(2.5%)				
	1	2	3	4
Automotive Mechanic	\$ 16.18	\$ 17.81	\$ 19.51	\$ 21.24
Carpenter - Mason	\$ 19.05	\$ 21.06	\$ 23.03	\$ 25.01
Electrician - Substation				\$ 27.06
Electrician, Asst.-Substation	\$ 18.19	\$ 20.17	\$ 22.14	\$ 24.08
Electric Meter Foreman				\$ 27.06
Electric Meter Serviceman				\$ 24.08
Electric Meter Serviceman, Asst.	\$ 15.72	\$ 17.36	\$ 19.03	\$ 20.69
Engineer - Junior	\$ 22.05	\$ 24.37	\$ 26.74	\$ 29.04
Engineering Aide - Senior	\$ 22.05	\$ 24.37	\$ 26.74	\$ 29.04
Engineering Technician	\$ 18.15	\$ 20.05	\$ 21.92	\$ 23.85
Line Foreman				\$ 30.37
Lineman				\$ 24.95
Lineman Chief				\$ 27.06
Lineman Helper	\$ 16.91	\$ 18.67	\$ 20.42	\$ 22.17
Laborer	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02
Tree Surgeon	\$ 17.33	\$ 19.19	\$ 21.06	\$ 22.89
SHIFT PERSONNEL				
Plant Attendant	\$ 11.95	\$ 13.21	\$ 14.48	\$ 15.72
OTHER PERSONNEL				
Account Clerk - Senior	\$ 16.42	\$ 18.15	\$ 19.87	\$ 21.59
Accountant	\$ 22.05	\$ 24.37	\$ 26.74	\$ 29.04
Billing Machine Operator	\$ 12.69	\$ 14.03	\$ 15.39	\$ 16.73
Cashier	\$ 16.30	\$ 18.00	\$ 19.68	\$ 21.34
Clerk - Senior	\$ 13.82	\$ 15.31	\$ 16.80	\$ 18.29
Typist	\$ 11.81	\$ 13.04	\$ 14.29	\$ 15.54
Custodian	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02
Draftsman	\$ 10.85	\$ 12.37	\$ 13.85	\$ 15.38
Meter Reader	\$ 14.87	\$ 16.42	\$ 18.02	\$ 19.58
Meter Reader - Foreman				\$ 20.72
Stenographer - Senior	\$ 13.51	\$ 14.97	\$ 16.40	\$ 17.81
Storekeeper	\$ 13.04	\$ 14.43	\$ 15.81	\$ 17.04

WAGE SCHEDULE EFFECTIVE 7/1/01

LINE PERSONNEL					
(2.5%)					
	1	2	3	4	
Automotive Mechanic	\$ 16.58	\$ 18.26	\$ 20.00	\$ 21.77	
Carpenter - Mason	\$ 19.53	\$ 21.59	\$ 23.61	\$ 25.64	
Electrician - Substation			\$ 27.74		
Electrician, Asst.-Substation	\$ 18.64	\$ 20.67	\$ 22.69	\$ 24.68	
Electric Meter Foreman			\$ 27.74		
Electric Meter Serviceman			\$ 24.68		
Electric Meter Serviceman, Asst.	\$ 16.11	\$ 17.79	\$ 19.51	\$ 21.21	
Engineer - Junior	\$ 22.60	\$ 24.98	\$ 27.41	\$ 29.77	
Engineering Aide - Senior	\$ 22.60	\$ 24.98	\$ 27.41	\$ 29.77	
Engineering Technician	\$ 18.60	\$ 20.55	\$ 22.47	\$ 24.45	
Line Foreman			\$ 31.13		
Lineman			\$ 25.57		
Lineman Chief			\$ 27.74		
Lineman Helper	\$ 17.33	\$ 19.14	\$ 20.93	\$ 22.72	
Laborer	\$ 9.25	\$ 9.25	\$ 9.25	\$ 9.25	
Tree Surgeon	\$ 17.76	\$ 19.67	\$ 21.59	\$ 23.46	
SHIFT PERSONNEL					
Plant Attendant	\$ 12.25	\$ 13.54	\$ 14.84	\$ 16.11	
OTHER PERSONNEL					
Account Clerk - Senior	\$ 16.83	\$ 18.60	\$ 20.37	\$ 22.13	
Accountant	\$ 22.60	\$ 24.98	\$ 27.41	\$ 29.77	
Billing Machine Operator	\$ 13.01	\$ 14.38	\$ 15.77	\$ 17.15	
Cashier	\$ 16.71	\$ 18.45	\$ 20.17	\$ 21.87	
Clerk - Senior	\$ 14.17	\$ 15.69	\$ 17.22	\$ 18.75	
Typist	\$ 12.11	\$ 13.37	\$ 14.65	\$ 15.93	
Custodian	\$ 9.25	\$ 9.25	\$ 9.25	\$ 9.25	
Draftsman	\$ 11.12	\$ 12.68	\$ 14.20	\$ 15.76	
Meter Reader	\$ 15.24	\$ 16.83	\$ 18.47	\$ 20.07	
Meter Reader - Foreman			\$ 21.24		
Stenographer - Senior	\$ 13.85	\$ 15.34	\$ 16.81	\$ 18.26	
Storekeeper	\$ 13.37	\$ 14.79	\$ 16.21	\$ 17.47	

ARTICLE XVI

Statutory Provisions

IT IS AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING FOR ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. (CIVIL SERVICE LAW, ARTICLE 14, SECTION 204-A).

ARTICLE XVII

Disciplinary Actions

If an employee has not been disciplined (oral reprimand, written reprimand, fined, demotion or suspension) for a five-year continuous period, all previous disciplinary actions shall not be used in any subsequent disciplinary actions. If a disciplinary action does occur, then a new five-year period shall begin from the date of such discipline.

If an employee is disciplined, the President of the UNION shall receive a copy of any notice of Oral Reprimand, Written Reprimand, Order of Suspension, or Notice of Discharge.

ARTICLE XVIII

Stand-By

Section 1 The Employer will maintain a "stand-by group" of employees consisting of all Lineman, Chief Lineman, Line Foreman, Electricians, and Assistant Electricians who volunteer to accept stand-by duty. New employees names may be periodically added to this group as they qualify in one of the above mentioned classifications.

The volunteer list must have a minimum of eight (8) employees. If the minimum of eight (8) employees do not volunteer then the list shall be filled to the minimum number from qualified employees in reverse order of seniority.

Section 2 Employees will be assigned stand-by duty from the stand-by group for a period commencing at the end of the regular work day Friday until the beginning of the regular work day

on the following Monday. Holiday stand-by shall commence at the end of the last regular work day prior to the Holiday until the beginning of the first regular workday following the Holiday.

Section 3 If in an emergency an employee on stand-by can not fulfill his obligation to stand-by, employees in order of seniority shall be contacted to volunteer and take the stand-by. In the event there are no volunteers, the Employer will assign an employee to stand-by duty in reverse order of seniority.

Section 4 The stand-by list shall be compiled in reverse order of seniority, and shall be posted on the bulletin boards at least three months prior to the starting date of the assigned stand-by.

Each successive stand-by list shall maintain the rotation of employees.

Each newly added name to the list will be slotted in according to his seniority.

Section 5 Employees may "exchange" or "give" their stand-by to any qualified employee who wishes to accept the scheduled stand-by and that employee accepts all responsibility for the stand-by. Written notice must be received by the PMLD one week in advance. Less than one weeks notice of stand-by change may be granted at the Superintendent's or his designee's discretion.

Section 6 A stand-by employee will be compensated at the rate of two (2) hours straight time pay for every normal work day Monday thru Friday.

Section 7 A stand-by employee shall be paid at the rate of (4) four hours pay per day Saturdays, Sundays, and holidays.

Section 8 Stand-by shall be paid at straight time.

Section 9 Stand-by shall be paid in addition to time paid for call outs and any other overtime pay.

ARTICLE XIX

Contracting Out

The CITY agrees that permanent full-time employees in the bargaining unit shall not be laid-off because of the CITY's contracting out. The City shall consult with the Union in the event of any proposed contracting out of work.

ARTICLE XX

Deferred Comp. Plan

Section 1 The City agrees to adopt, for interested employees of the bargaining unit, the "Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions," consistent with the June 2, 1995 resolution adopted by the City of Plattsburgh for voluntary participation by all eligible City employees.

ARTICLE XXI

Family and Medical Leave Act Policy

Section 1 - It is the City's policy to grant an unpaid leave of absence of up to twelve (12) weeks as authorized by the Family and Medical Leave Act of 1993 (FMLA). FMLA leave may be taken for any of the following reasons: for the birth and care of your child or for the placement with you of a child for adoption or foster care; or to care for your sick spouse, son, daughter, or parent with a serious health condition; or to care for your serious health condition which makes you unable to perform the functions of your job.

Section 2 - To be eligible for FMLA leave, you must have worked for the City for at least twelve (12) months, and you must have worked at least one thousand, two hundred and fifty (1,250) hours in the twelve (12) month period immediately before the date the leave would begin.

Section 3 - Eligible employees may take up to twelve (12) weeks on unpaid leave during any twelve (12) month period for any of the reasons stated above. The City will use a rolling twelve (12) month period to measure the period in which leave may be taken. Under this method, when an eligible employee requests leave, The City will measure backward twelve (12) months to determine how much leave, if any, the employee has taken and subtract this amount from the twelve (12) weeks maximum entitlement. Any remaining weeks may be used as unpaid leave.

Section 4 - The City will consider written request for intermittent leave under the Family and Medical Leave Act on a case-by-case basis.

Section 5 - If you request leave to care for your spouse or son or daughter or parent with a serious health condition or to care for your serious health condition which makes you unable to perform the functions of your position, you are required to have your health-care provider or your spouse's or son's or daughter's or parent's health-care provider complete a certification form which we will provide you and return the certification to your supervisor within fifteen (15) days from the date the certification form is received. Leave may be denied if you fail to return a completed certification to us within fifteen (15) days.

Section 6 - If you take leave for any of the reasons authorized by the FMLA, you may elect or may be required to substitute any accrued unused vacation or personal leave time for unpaid leave. If you take leave to care for your own serious health condition or the serious health condition of your spouse or son or daughter or parent then you may be required to substitute any unused accrued sick time as well as paid vacation or personal time for unpaid leave.

Section 7 - If your leave lasts for more than two (2) weeks due to a serious health condition which prevents you from performing the functions of your job, you must provide us with a completed fitness-for-

duty certification from your health-care provider at least one week prior to your anticipated return-to-work date. We will provide you with a fitness-for-duty form at the beginning of your leave.

Section 8 - When leave is foreseeable, you must submit a written request for leave to your immediate supervisor at least thirty (30) days prior to the date leave is to begin. If you fail to give at least thirty (30) days' notice, we may deny your request for leave until thirty (30) days after we receive your notice. If the need for leave is unforeseeable, you must notify us of the need for leave as soon as practicable. While on leave, you are required to report to us at least once each week with information regarding your status, or the status of your spouse or son or daughter or parent with a serious health condition, and with your intent to report to work once your leave ends.

Section 9 - While on leave we will continue your group health benefits to the same extent as if leave had not been taken. Your seniority will also be maintained. You will accrue vacation, personal, and sick leave credit during that portion of FMLA leave that is also paid by accrued vacation, personal and sick leave. However, you will not accumulate vacation, personal and sick leave credit during unpaid FMLA leave.

Section 10 - Upon completing of FMLA leave you are entitled to be restored to the same position that you held prior to leave, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Any equivalent position will have the same pay, benefits, and other terms and conditions of employment as the position held prior to leave, will involve substantially similar duties and responsibilities, and entail substantially equivalent skill, effort, responsibility, and authority.

Section 11 - If you do not return to work following leave, we may recover from you all premiums paid by us to maintain your group health insurance while you were on leave. The only exceptions are if you fail to return to work due to a recurrence of your serious health condition or the serious health of your spouse or son or daughter or parent, or other circumstances beyond your control prevents you from returning to work.

Section 12 - In the event subsequent legislation is enacted that changes or modifies any part of this Family and Medical Leave Act agreement the parties agree to meet, in advance, to discuss such changes.

ARTICLE XXI

Family and Medical Leave Act Policy

Leave Request

DATE:

TO: Employee

FROM: Department Head

SUBJECT: Family and Medical Leave Request

On _____ you notified us of your need/request to take family/medical leave due to:

- the birth of a child, or the placement of a child for adoption or foster care; or
- a serious health condition that you need care for; or
- a serious health condition affecting your ___ spouse, ___ child, ___ parent, for which you are needed to provide care.

You notified us that you need this leave beginning on _____ and that you expect leave to continue until _____.

Except as explained below, you have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of any unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that:

1. You are ___ eligible ___ not eligible for leave under the FMLA.
2. The requested leave ___ will ___ will not be counted against your annual FMLA leave entitlement.
3. You ___ will ___ will not be required to furnish medical certification of a serious health condition (attached).
4. (a) You may elect to substitute accrued paid leave for unpaid FMLA leave (e.g., earned vacation, personal time and sick time). Such accrued leave shall run concurrently

with FMLA leave. We ___ will ___ will not require that you substitute accrued leave for unpaid FMLA leave.

(b) You will accrue vacation, personal and sick leave credit during that portion of your FMLA that is also covered by accrued vacation, personal and sick leave. However, you will not accumulate vacation, personal and sick leave during unpaid FMLA leave.

5. If you normally pay a portion of the premiums of your health insurance, these payments must continue during the period of FMLA leave. Deductions for coverage will be made from the pay received by you during paid FMLA leave. During unpaid leave, you will be required to submit, by the end of any month in which you are on unpaid FMLA leave, the pro-rated contribution to the cost of insurance.

6. You ___ will ___ will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until such certification is provided.

7. You ___ will ___ will not be required to furnish us with periodic reports of your status and intent to return to work every 30 days while on FMLA leave.

8. You ___ will ___ will not be required to furnish recertification every 30 days relating to a serious health condition.

Signed:

Employer Representative

Date:

ARTICLE XXI

Leave of Absence Request

After Family & Medical Leave Act

Leave Has Expired

REQUEST FOR LEAVE OF ABSENCE

Date: _____
To: Mayor Clyde Rabideau
From: (Employee's Name): _____
Department _____
Doctor: _____

I (employee) request a leave of absence for the period of _____ through _____ (not to exceed 40 weeks), as I am currently suffering from an illness/injury that prevents me from performing my job duties.

I am unable to return to my position in the _____ Department within the twelve weeks allotted by the Family Medical Leave Act and request a leave of absence to allow me to recover from my illness and/or injury.

Documentation from Dr. _____ is attached hereto verifying this illness and/or injury and estimating recovery within the leave time requested. I understand that should I recover at an earlier time, I shall immediately notify my Department and return to work per the conditions set forth below. I shall also immediately notify my department head of any changes of my medical condition, including those changes that adversely affect my ability to return to work on the date indicated above. I understand that failure to do so may result in a denial of reinstatement or further leave extensions.

I also understand that during the said leave of absence, I shall not accrue any compensation or benefits to include:—sick time accrual, vacation time accrual, personal leave accrual, and that I will pay 100% of the cost of my healthcare insurance. I will pay 100% of the cost of my healthcare insurance.

Further, at my own expense, my physical condition will be approved to full duty status by a physician immediately before returning to my position.

I have the expressed approval of my department head for this request and this approval is attached hereto.

I acknowledge that this request is not automatically granted and may be denied for any reason.

Employee Signature

Date

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Plattsburgh has caused its respective corporate names and seals to be hereunto affixed and this agreement signed by its respective officers thereunto duly authorized, the Local Union of the Brotherhood being duly authorized to execute this agreement by the majority of their respective members who are employees of the CITY covered by this agreement and having all action required to make this agreement effective, have caused their respective names and seals to be hereunto affixed and this agreement to be signed by its officers thereunto duly authorized.

CITY OF PLATTSBURGH

Clyde Rabideau
Clyde Rabideau, Mayor
City of Plattsburgh

1-5-98
Date

LOCAL UNION 1249
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

By: John Bishko 1/15/98
John Bishko
Business Manager
IBEW Local Union 1249
Date

John C. Thoms
Manager
Plattsburgh Municipal
Lighting Dept.

1-5-98
Date

By: Richard Fulton 1/15/98
Richard Fulton, Negotiator
Date

APPROVED BY:

By: Harry Saville 1/15/98
Harry Saville, Negotiator
Date

By: James
Corporation Counsel

1-6-98
Date

By: William Landrie 01 07 98
William Landrie, Negotiator
Date

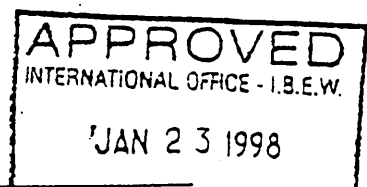
By: Joseph E. Martucci Jan 98
Joseph Martucci, Negotiator
Date

ATTEST:

By: Alexis M. M. M. 1/5/98
City Clerk
Date

By: Allan Seymour 1/7/98
Allan Seymour, Negotiator
Date

Approved by:



International President of the I.B.E.W.